G. R. S. IX-5]

Previous references.

1866

~~191~~

(S. R)

Later references.

File No. 1 of 1866.

Serial Nos. 1 — 10

(Incomplete)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 — 10

Part B for Jan 1867.

SUBJECT.

Renewal of toddy contract to Mr Mergler

Indexed

W D 88—GPB—50,000—24-7-16.

Section S.R

File No 1 of 1866

Serial No 1

Rec'd 1867 No 5826
1867

Subs. of murderers

Dated Camp Rienzi 23 Jan'y 67

Despatched 28 "

Received

Enclosures No.

General No 5826 } 1866-67.
Revenue No 126 }

From Collector No. 3204
166

Jany 1867.

Observe with reference
to the above that there is no
objection to the renting of
Toddy in the Bangalore and
other districts from the 1st Feb.
next by local Revenue Officers
as considering
subs. of Mar. that it would
be more advantageous to the
interests of Govt. to rent
the Toddy separately in each
Taluk.

With reference to the
Engineer

Section S.R

File No 1 & 1886.

Serial No 2

Rec'd 1866/67

Superintendent
Mines' Survey Office
Toronto to the
Commissioner
dated 1st February 1867
dispatched 2nd " " "
received 4th " " "
Reg'd " " "

Enclosures No. 3

General No. 1347 } 186 -6
Rec No. 184

Tabulation for the favorable
consideration of the Commissioner
with a view to the
Department's approval of the
renewal of the Tobacco
Contract & Per Margin for 3
years.

Corr. with Inspectors - Also
with Inspectors and
others parties in Montreal
Quebec & Toronto
Nov 4-2-67

Deputy Superintendent's Office
Bangalore Districts.

No. 580.

To

The Superintendent of the
Nundidroog Division.

Camp. Nelamungalum 31st January 1867.

Sir,

I have the honor to acknowledge the receipt of partly torn and Memo: No. 3494/341 of the 29 Instant forwarding to me for report a letter from Mr. Mengler the Toddy Contractor of the former Division.

In it Mr. Mengler has requested a renewal of his Contract for three years on the ground that he has suffered heavy losses during the recent season of scarcity and that there is a large sum outstanding in the Tahsildars.

Mr. Mengler's respectability of character and punctuality in payments do certainly give him some claim upon the consideration of Government. His representation as to the unfavorable nature of the past Toddy season is further substantially correct, and there is no ground to doubt that there is a large sum due to him in the Tahsildars, part of which may be regarded as irrecoverable. In this latter respect however his position does not materially differ from that of any other Contractor at the end of a lease, as

he is expected to be prepared for such contingencies, and to meet any losses from gains in previous years. It is further impossible to disconnect the relations of the Loddy contract with the Distillery system. Although Mr. Mengies profits were considerably curtailed on the introduction of [illegible] yet it cannot be forgotten that his retention of the Loddy contract has enabled him hitherto to reap what profits could be made by distilling in his own hands, and has given him a decided advantage over all future competitors.

With a view therefore to bring the distillery system more fully into operation, I beg to recommend for your consideration the advisability of dividing the District into four groups of three Talaots each and further in order to equalize the Arrack with Loddy to make it compulsory on the contractors to sell Loddy in the Talaots at the same rate as in Bangalore namely at not less than one Anna the beer instead of four pice as at present. This latter measure will if approved of tend to secure the object which the Govt. has in view viz: to obtain the minimum of consumption of fermented liquors with the maximum of duty.

As Messrs. Brown and Ramaswamy Venkatachellia and others have made enquiries as to the

Section S.R

Date 10/1866

No 3

Enclosures No.

General No. 3580

Rev No.

From The Superintendent Bangalore Division

To The Secretary to the Commissioners of Mysore

Dated 5th February 1867

Despatched 6th Ditto

Received 8th Ditto

Subject Refers to Ditto

Has the honor to enclose

on the subject of

Contracts of the Hon'ble W. S. Thrupton for

years Coupon of

the Bhavani Canal

which has dispo

of the necessity of

supplying Bullocks

to the Proposals be

contained

7-3-67

Subscribes Copy of

letter from the Superintendent of Bangalore

requesting authority for

disposing of the Toddy

Contracts by Circular

Toddy - Salooks Cur. 19/2/67

Duplicate received

8-2-67

terms upon which the contract will be given.
There is reason to expect any eager competition
for each group of Talaos. For the reasons
which I have before given in my letter No. 6.5.
of the 19th March 1866 I propose that sealed
tenders be now invited to be opened by me in
person on the 1st of April and that it will
give the future contractors sufficient time
to make arrangements before the close of Mr.
Mergler's contract. Mr. Mergler will have
also an opportunity if so minded of tender
with the rest.

(Signed) W. Hill.
Offg Dy Superintendent
Bangalore District.

P.S.

Since writing this above, I have received the
copy of the correspondence noted in the margin
I request sanction to my proposal that the
District should be divided into groups of Ta-
laos as Taluq lines are not to be found in
many of the Talaos of this District.

(Sd) W. H.

True Copy

C. A. Brown
For Superintendent.

No. 3521 of the 30th January 1866 from the
Superintendent Bangalore to Dr. enclosing copy of
Do. Letter No. 5826 of the 23rd January 1866 from
the Secretary to the Commissioner.

General No. 3580
Rec. 182

(7)

Nundidroog Division
Superintendent's Office
Camp Coimpoor 5th February 1867

To

The Secretary to the Commissioner
for the Government of the Territories of
His Highness the Rajah of Mysore

Sir,

I have the honor to submit for information of the correspondence marginally noted to submit copy of a letter from the Deputy Superintendent of the Bangalore District requesting authority for disposing of the Toddy Contracts by Circles of Talooks an arrangement which appears to me unobjectionable in event of the Contract of both Districts not being continued to Mr. Meigler.

I have the honor to be
Sir,
Your most Obedient Servant

N Bobbs
Superintendent

From Secretary No. 3526 of 1867
23. of Letters
To Do. No. 3574 of Same date 1867

1

A. 10

Section S.R
File No 106 1866.
Serial No 4

1867

From ~~The Secretary to the Govt~~

To The Superintendent of the Nundidroog Division.

Dated 1st
Despatched } March
Received

Enclosures No.

General No 6717
R No 144 } 1866-67

Acknowledges the receipt of letter No 3547/181 of the 1st February 1867, and conveys the Offg Comrs sanction under the circumstances represented, to the continuance to Mr Mergler, of the Toddy Contract, for a further period of 2 years only.

To The Auditor Dept

No 48

General No 6717 / Rev No 146 } 1866/67.

No. 6.

Bangalore 1st March 1867

To

The Supt. of Land Revs.
Civil,

In acknowledging your No. 3547/181 of the 1st Febry 1867, recommending the renewal of the Toddy Contract to Mr. Mergler for 3 years, I am desired by the Offg Comr to state that under the circumstances brought to notice, and in consideration of his having made a similar concession in the annulment case of Mrs Ara has granted the Contract for 9 Talooks of the Toomcoor District, as well as in consideration of the heavy loss which Mr. Mergler is represented to have suffered during the last year of high prices and great scarcity, the Offg Comr sanctions the continuance to him of the Contract for a further period of 2 years only, within which time he ought to be able to

Offg Comr considers to collect all his outstan

and to realize a fair amount of profit upon his transactions.

In the case of Mr. Arthur's Contracts in the Jamieson District his engagements have been renewed with a slight increase in the aggregate payment for 3 years but the Officials at Dawson would not have been reconciled to the arrangement had it not been that the Colony's interests had upon the eighth of June already entered into and signed the Contract without awaiting the Colonial confirmation.

I have &c

28 2.07

l
A. 11

(11)

1867 No 687
151

Section S.R
File No 10/1866
Serial No 5

To The Superintendent Ag.
Nundidroog Divisn

Dated 9th March.
Despatched 9th Do
Received

Enclosures No. /

General No 6879 } 1866-67.
Revenue No 151.

With reference to letter
No 1580 of 5th Ult. from, and to
previous correspondence, on
the subject of Toddy Contract
requests that a report
relative to the losses al-
leged to have been sus-
tained by Mr Mergler
may be called for.

Mysore Comm Offce
Bangalore 9th March 86

General No 6879
Revenue - a - 157.

(12)

To Capt Rundall Dy
Commr
Kolar

In Kolar reference
your letter No 3580/182 of the
5th Inst., and previous
correspondence, I have
the honor by desire of the
Offg Commr, to intimate
that the orders communicated
in Capt Hay's letter No 6717/164
dated 29th ult. regarding the renewal
of the Lodely Contract to Mr
Morgan for the Julpur Peno
of 2 years, have been suspended
until further demi-official
communication from the Dept Supdt
of Bangalore District
and that Mr Morgan has
been called upon to show cause
why a report on the
subject of his losses
alleged to have been
sustained by Mr Morgan

Sir Barnes Peacock appears from the statement made in the accompanying letter from Mr. Brown & Ramaswamy to be somewhat exaggerated in his petitions. The result of the enquiry will be communicated before the Mail Comm. meeting on Thursday next.

Subject

(115)

8.2.67

Rec'd 16 Mar 68.

From 1866 C. 67-1
Superintendent
S. K. Hydrography Division
To 1866
The Secretary to the Commrs
of Inquiry.

Dated
Despatched 15 March 1867
Received 16 March 1867
Encl. 0

Enclosures No.

General No. 1879 1866-67.

Rec'd No. 218

Lieutenant 1879 of the
Instant
Reports on the Application of Messrs Brown
and Ramsay asking for the
Lobby Contract of the
Bangalore and Colar Rail-
roads.
Contract
Returned 15/3/67

(18)

Special No 4129
Rev No 28

Rumdidroog Division
Superintendents Office
Bangalore 15th March 1867.

To

The Secretary to the Commissioner
for the Govt of the Territories of H.H.
the Rajah of Mysore.

Sir,

In acknowledging receipt of your letter
No 6879 of the 9 inst. marginally noted and the communication
from Messrs Brown and Ramaswamy to which
letter gave cover, I have
returned a copy submitted the following remarks for Mr Saunders
has been retained. consideration.

2. Mr Brown's statement regarding the losses
being debts, is doubtless accurately correct, but it
must be remembered that those debts have arisen
from causes over which Mr Mergler had no
control. famine and bad seasons have been
the undoubted cause of these outstandings, and
the worst season of all having occurred at the
very termination of the contract. If the means
of recovering those outstanding debts is now
withdrawn from Mr Mergler, the inevitable

result must be that the debts will become losses.

2. I have just gone through the whole correspondence and I find it mentioned in more than one place that Mr. Mercer has through good and bad seasons not only paid the Government demands regularly, but he has invariably paid it without waiting for a reminder. I think therefore that the Government is bound to show Mr. Mercer some consideration, and I would respectfully suggest for Mr. Saunders' consideration the propriety of affirming under certain modified conditions contained in the concluding paragraph of letter of the 1st Instant.

3. By the words "modified conditions" I mean to suggest that the contract should be offered to Mr. Mercer at an advance on his tender of Rupees 12500 for the first year, and of Rupees 25,000 for the second year, and that he should be fairly warned that the contract for both the Bangalore and Kolar Districts will, without fail, be put up to public competition at the end of the second year.

4. A large increase on the previous Annual Contract amount having been tendered, I am

That Mr Mercer should be called upon to pay a higher rate, and should he refuse, I think a Notice for tenders should be at once issued.

6 As time presses I have hastened to go through the correspondence to enable me to submit the matter for the Offg Commissioners consideration without undue delay. and I would solicit the favor of his early instructions.

7- Pending a reply to this reference further explanations have not been called for.

8- The first year of the contract will be 11 Months only, but it

The simplest plan of adjusting this point is to make a proportionate reduction of 1/12 from the aggregate amount of the year's contract.

I have the honor to be,

Sir

Your Most Obedient Servant

Superintendent

Offg in the Rundidroog Dt

I
A. 10.

(3)

Section S.R
File No 1 — 1866
Serial No 7

Previous 1866/67 No. 22
From Superintendent
Revenue Survey Surveys
To Secretary to the
Commissioner
Dated 16 March 1867.
Despatched
Received 19th — 20
Enclosures No. 1
General No. 4446
New No. 220
186 — 6.

In continuation of this Office
letter No. 4129 of the 15th Inst:
New No. 218

Has the honor to submit copy
of a letter (with enclosure) from
the Deputy Superintendent of
the Aden District on the subject of
the losses sustained by the
Merger in that District.

Superintendent
Revenue Survey Surveys
Bombay
19/3/67

No. 1253
455

Off Superintendents Office Cedar District
Cedar Bar 14th March 1867

To
The Superintendent
Queenborough Section

Sir,

In reply to your Daily Circular Memo No. 1153/387 of the 11th Instant, I have the honour to inform you, that no accounts having been kept by Seizure Authorities regarding the sale of Today, I cannot furnish a detailed or accurate report on the losses alleged to have been sustained by Mr. Mergler. Having however ascertained, from Enquiries made, during my late Peripatetic Circuit, from many parties, that much loss occurred in the sale of Today, and further, having noticed a fall of Rupees 11,200 in Stamp Duty on Arrack up to the end of last Month, in consequence of less quantity consumed [illegible] may reasonably be inferred to be equally true of today, I do conclude that Mr Mergler's Statements were not exaggerated.

I have &c.
Signed B Winstanley Esqr
Deputy Superintendent

Copy
Superintendent.

I
A-11

(20)

No 7116
83.

1867.

From The Offg Secy

To The Offg Superintt
Nundidroog

Dated 21st March

Despatched 3 19 March

Received

Enclosures No.

General No 7111 } 186 — 6
Finance No 83 }

In reply to letter
of the 15th Instt from Comm
Authority to the adoption
of the course proposed
by him in regard to the
the continuance of Mr
Meyler's Toddy Contract
for a further period of
2 years under the condi-
tions laid down —

Section S.O.
File No 16.1866.
Serial No 8

Secret No 7116
Finance - 83

M. C. O.
19th March

To

The Supt Mundl Rs
Ceri,

Ist Agreement

I am directed by the Govr to convey to you his authority to accept the proposal to continue that the contract
proposed in para 1 of
the same may be
extended accordingly.

2. If Mr Meyler should decline to comply with the terms which you have proposed in consideration of the reduction under which he had recently taken the contract and of security furnished, and a new tender enabling him to collect his outstandings debts without unnecessary inconvenience or chance of ultimate loss, that proposal the same since granting the Govt from any pecuniary loss of Revenue, the Govr considers that tenders for the Contract should at once be called for, and the same duly advertised by the public auction in the manner

* same as his Todds Contract
has held of the Meyler No 2
prolonged for another two years, on
the condition that he accepts
the payt of an addl sum of Rs 12500
for the 7th year, and of Rs 25000 for
the second year; and on the further
proposal that the Contract with
him for a further period.

I
A. 11

(22)

New 1866/67 No 226

From Lieutenant
Governor Cockburn

To Secretary of State
for Colonies

Dated 26 March 1867

Despatched 27 do

Received

Enclosures No. 1

General No. 42 3/11 1866-67.

Nov. No. 224 3/11 1866-67.

Mr Secretary [illegible] 7116/83 of 19

Entered.

Mr Merivale accepts the
Governor's thanks on the
terms mentioned

Terms [illegible] to
to [illegible] the
necessary [illegible]
instructions in
connection with
the Destruction
of Shrewsbury &
his — by
28 3. 67

S.R.
1 of 1866

Genl 4243
Nov 224

(23) Mercantile Section
Superintendents Office
Bangalore 26 March 1867

To
The Secretary to the
Commissioner for the Government of the
Territories of H. H. the Rajah of Mysore

Sir,

With reference to your letter No 7116/83 of the 19th instant I have the honor to state for the information of the Commissioner that I sent for Mr Mayer and read your letter to him, and then gave him 24 hours to submit his decision.

2 He has consented to take the Contract on the terms mentioned, and I beg to append a copy of his reply for the information of the Hon'ble Commissioner. This arrangement secures a good trustworthy Contractor for two years at an estimated aggregate sum of Rupees 37,500 on the credit side of the Government account.

3 It would appear that the Talooks of Sooleeraroy belonging to the Soonoor District has

was heretofore been included in the
Merglers Contract, and that Colonel Gibbs
Consented Verbally to its being made over
by the Mergler to the Authorities the Con-
tractor of the Toowoomba District, I have
therefore authorized the transfer. I have
thought it proper to give this explanation
as the Matter is adverted to in the Mergler's
letter.

4 On receiving the Commissioners authori-
ty I will communicate the necessary in-
structions to the Railway District Officers;

I have the honor to be,

Sir,

Your most obt Servant

[signature]

Superintendent

Queensland Railways

No 86

(25) Bangalore 21st March 1867

To

Major D. L. Pearse

Superintendent Hunsiarong Division

Sir,

With reference to your Memo: No 485/192 of the 21st Instant forwarding Copy of the Secretary's letter No 716/83 of the 29th Instant sanctioning the Toddy Contract now held by me to be prolonged for another two years.

In reply I beg to state that I consent to settle up the Toddy Contract on the conditions stated therein, viz to pay an increase of 12,500 Rupees for the first year and 25,000 Rupees for the Second year.

I submit a Statement of the Amount of My Contract, adding the increase for the next two years, which will be as follows, and during the Season the Contents of the Hunsiarong Division.

The Amount of Toddy Contract per Annum. 1123182.2.

Add increase for the 1st Year 1867/68. 12500.—

1148182.2.

Contributors

Bangalore District 66,000.

Colar do 41,000

Toomkur, Nodhoorang Taluk. 7,818.2.4.

114818.2.4.

The Amount of Today Contract for Annum } 102318.2.4

and increase of 3 years 18/19 23000.0.0.

127,318.2.4

Ors Contention

Bangalore District. 74,000.

Colar " 45,500

Toomkur 7,818.2.4.

127 318.2.4

Have to request that the Taluk of Nodhoorang be removed from Bangalore and added to the Toomkoor, and the Amount of Rupees 7818.2.4. be deducted in the Mathoors Contract of that District. We has consented to become responsible for the same.

The Contract of opium, Ganjah &c is 6,500 Rupees, of which sum 6000 Rupees to be added to Bangalore and 500/ to Colar District annually for the next two years.

Opium &c

L
A. 11

(98)

S. R

File No 1—1866

Serial No 10

Revenue 1867 No 7364 159.

To The Offg Superintendent
Nundydroog Division

Dated — 28th March —

Despatched —

Received 1st May 1867.

Enclosures No.

General No 7364 / Revenue No 159 } 1866—67.

With reference to Your
4243 of 26th Instant,
R. 224
Convey sanction to the
Toddy Contract being
included with Mr Morgler
upon the terms specified

Sl. No. 7364

Revenue 159

From Commr. of Police
Bangalore 28th March 1867

To the Offg Superintendent
of the Mudiebroy &c.

With reference to your
letter No. 4243 dated 26th
instant, I am desired by
the Offg. Commissioner to comm
his sanction to the Toddy
contract being concluded
with the Wm. Meigler upon
the terms specified, and
requesting the necessary
subsidiary instruction
in connection therewith
to the District officers

28. 3-67

To Dy Accountant
To Duftry.

Offg Secy